

**STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

IN THE MATTER OF:

STATE OF MAINE BUREAU OF GENERAL SERVICES)
JUNIPER RIDGE LANDFILL)
AMENDMENT APPLICATION TO ACCEPT IN-STATE)
MUNICIPAL SOLID WASTE)

PRE-FILED REBUTTAL TESTIMONY
KEVIN NORDBY, PERC

1. I am submitting the following testimony on two issues. First, I would like to clear up an apparent misunderstanding that was expressed by the Sanborns in their direct testimony regarding the PERC/Casella Disposal Agreement (the "Agreement"). Specifically, the Sanborns assert that the Agreement will somehow result in additional out-of-state waste being delivered to PERC.
2. Second, I would like to respond to the claim by multiple intervenors (e.g., ecomaine, MMWAC and Mr. Spencer) that Maine's solid waste hierarchy somehow mandates that MSW previously delivered to MERC should now be utilized to keep incinerators at capacity before being allowed to go to JRL.
3. The Sanborns' assertion regarding the Agreement is patently false. Beginning in 2001, pursuant to a separate contract between PERC and Casella, a total of 17,500 tons of out-of-state waste has been delivered to PERC by Casella annually. That tonnage is "Category 4 MSW" in the Agreement. The reference in the Agreement to this tonnage is merely a recognition of this ongoing obligation of Casella to PERC.

4. In order to remain at full capacity and honor our electricity output obligations, PERC is forced to import other out-of-state MSW for incineration. In years past, PERC has contracted with various entities to supply that waste. Under the Agreement, Casella has agreed to make commercially reasonable efforts to deliver an additional 32,500 tons of out-of-state MSW to PERC. That tonnage from Casella, called “Category 5 MSW,” would displace other out-of-state waste that PERC already brings into Maine in order to operate at full capacity. In no way does it result in more out-of-state waste being delivered to PERC than would be delivered absent the Agreement. It is nothing more than a swapping of one source of out-of-state MSW for another.
5. The assertion regarding Maine’s solid waste hierarchy is likewise misguided. Since its inception, PERC has operated with the understanding that municipalities and other MSW generators are free to choose between incinerators and landfills to meet their disposal needs. The hierarchy does not, and should not, automatically entitle incinerators to receive available MSW over landfills. If that were the case, the landfills across Maine that now lawfully accept raw MSW would be barred from doing so, and Maine’s incinerators could charge municipalities and other waste suppliers any price of their choosing.
6. Rather, the hierarchy recognizes that PERC and other incinerators still must compete in the marketplace in order to secure adequate supplies of MSW. The present case is a good example that incinerators can still ably compete. PERC recognized early-on that the closing of MERC presented an opportunity to secure additional in-state MSW. We then entered into negotiations with Casella, and successfully secured a portion of that

MSW for our facility. Maine's other incinerators have, throughout the last several months, been free to do the same.

VERIFICATION

Date: 3/25/13

Kevin Nordby
Print Name

[Signature]
Signature

STATE OF MINNESOTA)
 ss.)

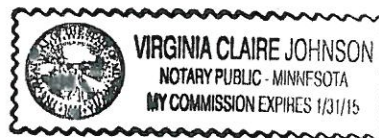
Date: 3/25/13

Then personally appeared the above-named Kevin Nordby and made oath that the foregoing testimony by him subscribed is true and correct to the best of his knowledge, information, and belief. Wherein statements are based on information and belief, he believes them to be true.

Virgin C Johnson

Notary Public

Print Name: Virginia C. Johnson



My Commission Expires: 1/31/15